

No. 11(112)-80-3-Lab/10447.—In pursuance of the provision of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Faridabad in respect of the dispute between the workmen and the management of M/s Chemical Vessels Fabricators Private Limited Sector 6, Faridabad.

BEFORE SHRI M. C. BHARDWAJ, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, HARYANA
FARIDABAD

Reference No. 397 of 1978

Between

SHRI A.T. SANAPATI WORKMAN AND THE MANAGEMENT OF M/S CHEMICAL VESSELS
FABRICATORS, PRIVATE LIMITED, SECTOR-6, FARIDABAD

Present.—Shri P.K. De, for the workman.

Shri M.R. Dua, for the management.

AWARD

By order No. ID/FD/65-78/39887 dated 30th August, 1978, the Governor of Haryana referred the following dispute between the management of M/s. Chemical Vessels Fabricators, Private Limited, Sector-6, Faridabad and its workman Shri A.T. Sanapati, to this Tribunal, for adjudication, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947:—

Whether the termination of services of Shri A. T. Sanapati was justified and in order? If not, to what relief is he entitled?

On receipt of the order of reference, notice were issued to the parties. The parties appeared and filed their pleadings. On the pleadings of the parties, following issues were framed on 2nd June, 1979:—

1. Whether the workman abandoned his job of his own by remaining absent?
2. Whether the termination of services of the workman was justified and in order?
3. Relief.

And the case was fixed for the evidence of the management. The management examined Shri L.R. Miglani as MW-1 and closed their case. Then the case was fixed for the evidence of the workman, who examined himself and closed his cases. Then the case was fixed for arguments. Arguments were heard. I now give my findings issues-wise:—

Issue No 1.—MW-1 Shri L.R. Miglani stated that he had brought attendance register according to which the workman was absent from 3rd June, 1978 to 25th June, 1978, therefore, his name was removed from the muster rolls. He did not receive any leave application. Letters Ex. M-1 and M-2 which were sent to the workman,—vide registered envelope (received back undelivered,—vide Ex. M-3 and M-5). In cross-examination he denied the suggestion that the workman had gone on leave on his mother's illness and had sent a telegram to the management. He also denied the suggestion that the workman reported for duty on 29th June, 1978, and was advised to bring medical certificate. It was further denied that the workman came with a medical certificate. WW-1 the concerned workman stated that he joined this factory on 7th May, 1974 as helper at Rs. 231 P.M.. He produced copy of telegram Ex. W-1 with words "Mother serious come soon". The telegram is dated 30th May, 1978. Ex. W-2 is certificate from Dr. Rama Kant Barik M.B.B.S Cuttack certifying illness of mother of the concerned workman. Ex. W-3 is complaint dated 29th June, 1978 to the Labour Inspector stating that he had gone after filling the application form from 3rd June, 1978 to 30th June, 1978 on Assistant Manager's advice. Now his name had been removed from the register. In cross-examination he stated that Mr. A.R. Chaudhary sanctioned his leave but slip was not issued to him. He admitted that printed leave application form used to be submitted for sanction of leave. Ex. M-7 and M-9 were leave application forms earlier submitted by him. He further stated that letter Ex. M-5 was never presented to him by the postman. because at the relevant period he was in the hospital with his ailing mother. His mother was admitted in General Hospital, Rajanika District Cuttack. Certificate Ex. W-2 was from that hospital. He admitted that he was working casually with some contractor and he had earned Rs. 2000/- to Rs. 2500/- till date.

I have gone through the documents produced by the management and am of the opinion that the management tried to find out the cause of the absence of the workman by issuing letter Ex. M-3 and M-5. It seems regular application was not got sanctioned by the workman before proceeding on leave. On the other hand it is possible that learning about the serious condition of his mother he might have left after handing over leave

application to Shri A.R. Chaudhary under the belief that leave will be sanctioned in due course. It is in evidence that the workman had left for Faridabad on 21st June, 1978 which is report of Branch Post Master on Ex. M-5 and so is on Ex. M-3. In these circumstances, I find that the workman was under the belief that his leave stood sanctioned. Therefore, he reported for duty. Certificate Ex. M-2 is from Medical Officer Rajkanika Distt. Cuttack Government Hospital certifying illness of mother of the concerned workman. Therefore both the sides were correct in their belief of the circumstances. It is in the natural course of circumstance that hearing the news of serious illness of ones near and dear he has to rush to see him. Therefore, there is nothing abnormal in the case of this workman. On my above discussions, I decide issue No. 1 against the management.

Issue No. 2.—On the adverse finding on issue No. 1 and in view of recent verdict of the Supreme Court in *Santosh Gupta V/s. State Bank Patiala* 1978 II LLJ page 72, I hold that the termination of services of the workman was not justified.

Issue No. 3.—The workman is entitled to reinstatement with continuity of service but there is in evidence that the workman was engaged with some contractor and he had earned about Rs. 2500 during this period. He is entitled to half of the back wages.

While answering the reference I give my award that the workman is entitled to reinstatement with continuity of service with half of the back wages.

Dated the 1st September, 1980.

M. C. BARDWAJ,

Presiding Officer, Industrial
Tribunal Haryana Faridabad.

No. 811,

dated 3rd September, 1980

Forwarded (four copies) to the Secretary to Government Haryana Labour and Employment Departments Chandigarh as required under section 15 of the Industrial Disputes Act, 1947.

M. C. BHARDWAJ,

Presiding Officer, Industrial,
Tribunal Haryana Faridabad.

No. 11(112)-80-3-Lab/10448.—In pursuance of the provision of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Faridabad in respect of the dispute between the workmen and the management of M/S Omega Bright Steel Private Limited Sector -24 Faridabad.

BEFORE SHRI M.C. BHARDWAJ PRESIDING OFFICER INDUSTRIAL, TRIBUNAL HARYANA,
FARIDABAD

Reference No. 221 of 1978

Between

SHRI TULSI RAM WORKMAN AND THE MANAGEMENT OF M/S. OMEGA BRIGHT STEEL
PRIVATE LIMITED SECTOR-24, FARIDABAD

Present.—Shri P.K. De for the workman.

Shri B.R. Grover for the management.

AWARD

By order No. ID/FD/73-78/31700 dated 11th July, 1978 the Governor of Haryana referred the following dispute between the management of M/s. Omega Bright Steel Private Limited Sector-24, Faridabad and its workman Shri Tulsi Ram, to this Tribunal, for adjudication, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947:—

Whether the termination of services of Shri Tulsi Ram was justified and in order? If not, to what relief is he entitled?

On receipt of the order of reference, notices were issued to the parties. The parties appeared and filed their pleadings. On the pleadings of the parties, following issues was framed on 9th February, 1979:

Whether the termination of services of Shri Tulsi Ram was justified and in order? If not, to what relief is he entitled?

And the case was fixed for the evidence of the management. The management examined Shri K.K. Malhotra as MW-1 and closed their case. Then the case was fixed for the evidence of the workman, who examined as WW-1 and Shri Dharambir as WW-2 and closed his case. Then the case was fixed for arguments. Arguments were heard. I now give my finding on Issue No. 1 as follows:—

Issue No. 1.—MW-1 stated that the workman was chargesheeted for misconduct,—*vide* Ex.M-1. The workman replied it,—*vide* Ex. M-2. Because he confessed his guilt in Ex. M-2, therefore, his services were terminated. In cross examination he stated that there were no Certified Standing Orders and Model Standing Orders were applicable. Domestic enquiry was not considered necessary in view of confession by the workman. The workman stated that he replied the chargesheet,—*vide* Ex. W-1. He denied that he gave any apology letter. He also denied his signatures on Ex. M-2. In cross examination he admitted that he knew Hindi also and stated that he had handed over the original of Ex. W-2 to Shri K.K. Malhotra Manager of the respondent on 31st January, 1978. WW-2 stated that the workman never assaulted any person in the factory. The cause of termination of services was over time claim. He admitted in cross examination that he worked in a different room, though same time they worked in the same shift.

I have gone through the chargesheet. The allegations in the chargesheet are vague. It states that a report was received that the workman is in the habit of giving beating to other workmen and extend threats to kill them. It is further written that he does not obey his Supervisor. Therefore, he is put under suspension and he should reply within 48 hours. Ex. M-1 bear signatures of the workman in English.

The representative for the management argued that the chargesheet contained serious misconduct and no enquiry was necessary due to confession Ex. M-2 of the workman. I have gone through Ex. M-2 which is in Hindi. It states that Shri Tulsi Ram received letter dated 30th January, 1978 in which he had been suspended for beating. In future he will not commit any mistake, therefore, he may be taken on duty. It is dated 30th January, 1978 signed by Shri Tulsi Ram in Hindi.

Shri Tulsi Ram denied writing and signatures of Ex. M-2, rather he stated that he replied the chargesheet, *vide* copy Ex.W-1. The allegations in the chargesheet are Vague. No definite incident, nor name of the workman who were given beating by the workman have been mentioned in it. As regards Ex. M-2 it has been denied by the workman and the management witness MW-1 admitted in his statement that Ex. M-2 was not written in his presence. The management did not produce any expert to verify the writing and signatures of M-2 though specimen signatures of the workman were obtained on the file. It is admitted that no domestic enquiry was held. Therefore, this case falls within the ambit of retrenchment and in view of recent verdict of the Supreme Court in Santosh Gupta V/S. State Bank of Patiala, I decide this issue against the management.

While answering the reference, I give my award that the termination of services of the workman was neither justified nor in order. The workman is entitled to reinstatement with continuity of service and with full back wages.

Dated the 1st September, 1980

M.C. BHARDWAJ,

Presiding Officer, Industrial,
Tribunal Haryana Faridabad.

No. 812, datd 3rd September, 1980

Forwarded (four copies) to the Secretary to Government Haryana Labour and Employment Departments Chandigarh as required under section 15 of the Industrial Disputes Act, 1947.

M.C. BHARDWAJ,

Presiding Officer, Industrial,
Tribunal Haryana Faridabad.

No. 11(112)-80-3-Lab/10449.—In pursuance of the provision of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Faridabad in respect of the dispute between the workmen and the management of M/s D.S. Diesel Private Limited, NIT, Faridabad.

BEFORE SHRI M. C. BHARDWAJ, PRESIDING OFFICER INDUSTRIAL TRIBUNAL HARYANA,
FARIDABAD

Reference No. 224 of 1977

between

SHRI DAYA NAND SWORKMAN AND THE MANAGEMENT OF M/S. D. S. DIESEL
PRIVATE LIMITED, N.I.T., FARIDABAD

Present:—

Shri S.R. Gupta for the workman.

Shri R.C. Sharma, for the management.

AWARD

By order No. ID/FD/467-77/51380, dated 16th December, 1977 the Governor of Haryana referred the following dispute between the management of M/s D.S. Diesel Private Limited, N. I.T., Faridabad and its workman Shri Daya Nand, to this Tribunal, for adjudication, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947:—

Whether the termination of services of Shri Daya Nand was justified and in order ? If not, to what relief is he entitled ?

On receipt of the order of reference, notices were issued to the parties. The parties appeared and filed their pleadings. On the pleadings of the parties following issues were framed on 6th April, 1978:—

1. Whether the workman was a probationer ? If so, to what effect ?
2. Whether the termination of services of Shri Daya Nand was justified and in order ? If not, to what relief is he entitled ?

And the case was fixed for the evidence of the management. The management examined Shri Beer Singh as MW-1 and closed their case. Then the case was fixed for the evidence of the workman. The workman was afforded full two years to produce his evidence. But he did not produce any, so the Case of the workman was closed by order. Then the case was fixed for arguments. Arguments were heard. I now give my finding on issue No. 1 and 2.

Issue No. 1 and 2.—Shri Beer Singh stated that he had brought the attendance register. The workman concerned was first employed on 8th July, 1975. Thereafter he resigned vide Exhibit M-1 and also received his full and final payment. He was again taken in to employment as a probationer due to his persistence request. Appointment letter is Exhibit M-3/A. It bears the signatures of the workmen. His work was not found satisfactory, therefore, his services were terminated,—vide Exhibit M-4 according to the Standing Orders. I have gone through the appointment letter which states that the appointment is on probation for six months. In the termination letter it is expressly written that the probation is not extended and his services were no longer required. This is signed by the workman concerned.

There is no reason to disbelieve the version of the management. On behalf of the workman there is no evidence in rebuttal. Therefore, issues No. 1 and 2 are decided in favour of the management that the workman was a probationer and his termination was justified. On the above findings, given by me on issues No. 1 and 2 the workman is not entitled to any relief. I order accordingly.

M. C. BHARDWAJ,

Dated 4th September, 1980.

Presiding Officer, Industrial,
Tribunal, Haryana, Faridabad.

No. 818, dated 5th September, 1980.

Forwarded (four copies) to the Secretary to Government, Haryana Labour and Employment Departments Chandigarh as required under section 15 of the Industrial Disputes, Act, 1947.

M. C. BHARDWAJ,

Presiding Officer,
Industrial Tribunal, Haryana, Faridabad.

No. 11(112)-80-3/Tab/10456.—In pursuance of the provision of section 17 of the Industrial Dispute Act, 1947 (Act No. IV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Faridabad in respect of the dispute between the workmen and the management of M/s. General Manager Haryana Roadways, Gurgaon.

BEFORE SHRI M. C. BHARDWAJ PRESIDING OFFICER, INDUSTRIAL TRIBUNAL HARYANA,
FARIDABAD

Reference No. 293 of 1978

Between

SHRI TIRLOK CHAND, WORKMAN AND THE MANAGEMENT OF M/S. GENERAL MANAGER
HARYANA ROADWAYS, GURGAON

Present :—Shri S. K. Yadav for the workman.
Shri K. L. Piplani for the management.

AWARD

By order No. ID/GG/8-N-78/34346, dated 21st July, 1978 the Governor of Haryana referred the following dispute between the management of M/s. General Manager, Haryana Roadways, Gurgaon, and its workman Shri Tirlok Chand, to this Tribunal, for adjudication, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act ;

Whether the termination of services of Shri Tirlok Chand was justified and in order ? If not, to what relief is he entitled ?

On receipt of the order of reference, notices were issued to the parties. The parties Appeared and filed their pleadings. On the pleadings of the parties, following issues were framed on 20th August, 1979:—

1. Whether the termination of services of the workman was justified and in order ?
2. Relief.

And the case was fixed for the evidence of the management. The management examined Shri Nihal Singh, clerk and closed their case. Then the case was fixed for the evidence of the workman. The workman examined himself and closed his case. Then the case was fixed for arguments. Arguments were heard. I now give my finding issueswise:—

Issue No. 1.—Brief facts of the case are that the workman was appointed as a store boy with effect from 8th October, 1973 and his services were terminated on 30th December, 1977. The management in their pleadings stated that the services of the workman were discontinued vide order dated 30th December, 1977 as candidate through employment exchange join duty. It also states that this was done in accordance with the terms and conditions of the appointment of the workman. In his statement Shri Nihal Singh MW-1 produced Exhibit M-1 appointment letter and M-2 termination order and stated that the services of the workman were no longer required as he was a temporary hand. A substitute from the employment exchange had now come. In cross examination he stated that this workman had been in continuous service from 8th October, 1973 to 31st December, 1977. There was no break in his service. He also admitted that appointment letter was not given to him at the time of his joining duty but it was given to him on 15th November, 1973. He also admitted that the workman was not given any retrenchment compensation or notice pay. He could not tell whether any demand was sent to the Employment Exchange notifying this vacancy. He admitted that instructions had been received to us by the respondent that when a workman put in 240 days continuous services he should be made regular. He admitted that the qualification of the new hand were the same as of this workman. In re-examination the witness stated that he had no copy of the instructions of the State Transport Controller and he was still not regular after putting 10 years service. The workman this statement stated that he was drawing Rs. 286-60 per month at the time of his termination and his services were continuous from 8th October, 1973 to 30th December, 1977. He was not paid any retrenchment compensation. He denied that he was given appointment letter of M-2 or that he was told that he should get his name registered with the employment exchange. He also denied that he was told that the appointment was purely temporary till the arrival of the suitable hand from the employment exchange. He denied the suggestion that he knew very well that his appointment was on purely temporary basis.

I have heard the arguments. Facts of appointment, service and termination are admitted by the parties. It is also admitted that the workman had put in about four years continuous service with the respondent and that he was not paid anything as notice pay or retrenchment compensation. I have gone through the letter of appointment Exhibit M-1 which is dated 15th November, 1973. The workman joined his duty on 8th October, 1973. Thus this letter was issued after a lapse of one month and seven days from the date of joining of this workman. This letter has not shown to be acknowledged by the workman. In case the workman knew the contention, I do not find any reason why he should not have enrolled himself as a candidate with the employment exchange. The management has also not shown as to how after lapse of about four years it struck them to get a substitute from the employment exchange. More so when the qualification of the new hand being the same. This workman had an experience of four years in the job at his credit, whereas the new hand must be fresh.

The law on the subject is very clear. Therefore, their Lordships of the Supreme Court held in 1976 LLJ page 478 :—

"Termination..... for any reason whatsoever are the key words. Whatever the reasons, every termination spells retrenchment. So the sole question is has the employee's service been terminated ? Verbal apparel apart, the substance is decisive. A termination takes place where a term expires either by the active step of the master of the running out of the stipulated term. To protect the weak against the strong this policy of comprehensive definition has been effectuated. Termination embraces not merely the act of termination by the employer, but the fact of termination howsoever produced. . . . due, the section speaks of retrenchment by the employer and it is urged that some act of violation by the employer to bring about the termination is essential to attract S. 25 and automatic extinguishment of service by efflux of time cannot be sufficient. . . . Words of multiple import have to be winnowed judicially to suit the social philosophy of the statute. So scanned we hold that the transitive and intransitive senses are covered in the current context. Moreover, an employer terminates employment not merely

by passing an order as the service runs. He can do so by writing a composite order, one giving employment and the other ending or limiting it. A separate, subsequent determination is not the sole magnetic pull of the provision. A pre-emptive provisions to terminate is struck by the same vice as the post-appointment termination. Dexterity of decision cannot defeat the articulated conscience of the provision."

On merely the same facts their Lordships of the Supreme Court have held and reaffirmed the above ruling in their recent verdict 1980 II LLJ page 72. That such a termination of service was retrenchment as defined in section 2(00) of the Industrial Disputes Act which runs thus:—

"2. (00) *Retrenchment*.—means the termination by the employer of the service of a workman for any reason whatsoever, otherwise that as a punishment inflicted by way of disciplinary action, but does not include:—

- (a) Voluntary retirement of the workman; or
- (b) retirement of the workmen on reaching the age of superannuation if the contract of employment between the employer and the workmen concerned contains a stipulation in that behalf; or
- (c) termination of the service of a workman on the ground of continued ill health;

In such an eventuality compliance of section 25 F was a must. As a result of my above discussions, I hold that the termination of services of the workman was neither justified nor in order. This issue is decided against the management.

Issue No. 2.—The workman is entitled to reinstatement with continuity of service and with full back wages.

While answering the reference, I give my award that the termination of services of the workman was neither justified, nor in order. The workman is entitled to reinstatement with continuity of service and with full backwages.

M. C. BHARDWAJ,

Dated: 29th August, 1980

Presiding Officer,
Industrial Tribunal, Haryana, Faridabad.

No. 797, dated the 29th August, 1980.

Forwarded (four copies) to the Secretary to Government, Haryana, Labour & Employment Departments, Chandigarh as required under section 15 of the Industrial Disputes Act, 1947.

M. C. BHARDWAJ,

Presiding Officer,
Industrial Tribunal, Haryana, Faridabad.

No. 11(112)-80-3 Lab. /10451.—In pursuance of the provision of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Faridabad in respect of the dispute between the workman and the management of M/s. Jai Hind Investment and Industries (P) Ltd., Sector 24, Faridabad.

BEFORE SHRI M.C. BHARDWAJ, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, HARYANA, FARIDABAD.

Reference No. 248 of 1979

Between

SHRI RAM NARAIN SINGH, WORKMAN, AND THE MANAGEMENT OF M/S. JAI HIND INVESTMENT AND INDUSTRIES (P) LTD., SECTOR 24, FARIDABAD.

Present:—

Shri C.L. Oberoi, for the workman.

Shri R.C. Sharma, for the management.

AWARD

By order No. ID/FD/1/101-79/35082, dated 10th August, 1979 the Governor of Haryana referred the following disputes between the management of M/s. Jai Hind Investment and Industries (P) Ltd., Sector 24, Faridabad and its workman Shri Ram Narian Singh, to this Tribunal, for adjudication, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947:—

Whether the termination of services of Shri Ram Narian Singh, was justified and in order ? If not, to what relief is he entitled ?

On receipt of the order of reference, notices were issued to the parties. The parties appeared and filed their pleadings. On the pleadings of the parties, following issues were framed on 14th November, 1979:—

1. Whether the workman was appointed on purely temporary basis ?
2. Whether the termination of services of the workman was justified and in order ?
3. Relief.

And the case was fixed for the evidence of the management. The management examined Shri Mamahvir Parshad as MW-1 and closed their case. Then the case was fixed for the evidence of the workman, who examined himself and closed his case. Arguments were heard. I, now give my findings issuewise:—

*Issue No. 1:—*MW-1 stated that the workman was appointed on 4th December, 1978. The factory is engaged in the manufacturing of PC pole which was used by Electricity Board. The work of the factory depended upon orders received from the Board. The strength of the workman depends upon such orders. He also stated that the factory runs on electricity power and there is a cut in the supply. In cross examination he stated that their strength was 40. He stated that Shri G.U. Rao was appointing and terminating authority. He denied the suggestion that the workman was removed due to jealousy. He further stated that the factory was closed those days on account of shortage of cement. WW-1 the workman stated that he was working since 4th December, 1978 as a Welder on Rs. 210/- p.m. He was not given any appointment letter. One letter was given which is Ex. W-1. He also produced a letter Ex. W-2, He stated that no reason was given for termination of his services. In cross examination he admitted appointment letter Ex. M-1. He also admitted letter Ex. M-2. I have gone through the pleadings and documents. The case of the management is that the workman was on purely temporary basis and due to shortage of workman his services were terminated. Letter Ex. M-3 is carbon copy of W-1. According to M-1 this workman was appointed at Rs. 7/- per day from 4th December, 1978 to 3rd March, 1979. The document is signed by the workman and admitted in evidence. According to Ex. M-2 this period was extended by three months and other conditions remained unchanged. Therefore, this issue is decided in favour of the management, that the workman was appointed on purely temporary basis.

*Issue No. 2:—*According to W-2 services of the workman were terminated with effect from 4th March 1979. The representative for the management cited 1976 Lab. I. C. 1092 in which it is held that the appointment for a fixed period automatically comes to an end at the expiry of that period. Therefore, there is no violation of any rule or law. Therefore, this issue is decided in favour of the management.

*Issue No. 3:—*The workman is not entitled to any relief.

While answering the reference, I give my award that the workman was appointed on purely temporary basis as a probationer and the termination of services of the workman was justified and in order. The workman is not entitled to any relief.

M. C. BHARDWAJ,

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

Dated : 4th September, 1980.

No. 817, dated 5th September, 1980.

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh as required under section 15 of the Industrial Disputes Act, 1947.

M.C. BHARDWAJ,

Presiding Officer,
Industrial Tribunal, Haryana, Faridabad.